ATTACHMENT A

**Engineering Statement** 

ECARL T. JONES

STATEMENT OF HERMAN E. HURST, JR.
REGARDING WJUX(FM), MONTICELLO, NEW YORK
CHANNEL 259A -- 6.0 kW ERP -- 91 m HAAT

Prepared for: Monticello Mountaintop Broadcasting, Inc.

I am a Radio Engineer, an employee in the firm of Carl T. Jones Corporation, with offices located in Springfield, Virginia. My education and experience are a matter of record with the Federal Communications Commission.

This office has been authorized by Monticello Mountaintop Broadcasting, Inc. ("Mountaintop") to prepare this statement and the associated figures in technical support to the response to FCC letter dated June 21, 1995 concerning the operation of WJUX(FM).

### Hypothetical Radio Market

Mountaintop is the present licensee of WJUX(FM), Monticello, New York. Under Section 73.3555 of the Commission's Rules, WJUX(FM), WVOS-FM and WVOS(AM) [both licensed to Liberty, New York], could lawfully be under common ownership because the three stations constitute less than fifty percent of the hypothetical radio market formed pursuant to FCC Rules.

Figure 1, attached, depicts the hypothetical radio market. Pursuant to Section 73.3555(a)(3)(ii), the hypothetical radio market is defined as the total area covered by the 0001.67

principal community contours of WVOS-FM, WVOS(AM) and WJUX(FM). As shown in Figure 1, the radio market would be defined by the WVOS-FM principal community contour with the exception of a small area to the north which is defined by the WVOS(AM) principal community contour.

For the FM stations considered herein, the principal community contour is the predicted 3.16 mV/m (70 dBu) contour computed in accordance with Section 73.313 of the FCC Rules. For the AM stations considered herein, the principal community contour is the predicted daytime 5.0 mV/m groundwave contour computed in accordance with Section 73.183 of the FCC Rules. All AM and FM facilities represented herein are operating commercial radio stations.

The principal community contours of at least 5 commercial radio stations (in addition to the three subject stations) are predicted to overlap all or a portion of the proposed radio market. The transmitter sites of the 8 commercial radio stations are plotted on Figure 1. For the stations with transmitter sites located within the hypothetical radio market, only the transmitter sites are plotted. For the stations with transmitter sites located outside the hypothetical radio market, the transmitter site and the portion of the principal community contour which intersects the radio market is also plotted and keyed on Figure 1. The Key to Figure 1 contains each station's call sign, city of license, state, channel of operation, technical facilities, and geographical coordinates.

#### The WJUX(FM) main studio:

#### (a) Description

Figure 2 contains two photographs which were taken inside the WJUX(FM) main studio on Old Route 17 in Ferndale, New York. The WJUX(FM) main studio is equipped with a Sparta 8-channel console, a reel-to-reel tape machine, cassette deck, cart machine, turntable, microphone and audio processing equipment. In addition, an EBS receiver and alert tone generator is also located at the WJUX(FM) studio. The WJUX(FM) main studio has programming capability, production capabilities and remote control capability to the main transmitter.

#### (b) Location

Figure 3 depicts the predicted principal community contour of WJUX(FM) considering the facilities authorized in FCC Construction Permit File No. BMPH-920214IC.<sup>1</sup> The WJUX(FM) principal community contour was predicted in accordance with Section 73.313 of the FCC Rules using the appropriate F(50,50) propagation curves and considering terrain data at five degree intervals. The terrain data was extracted from the U.S.G.S. 30-second digitized terrain database (TGP-0050).

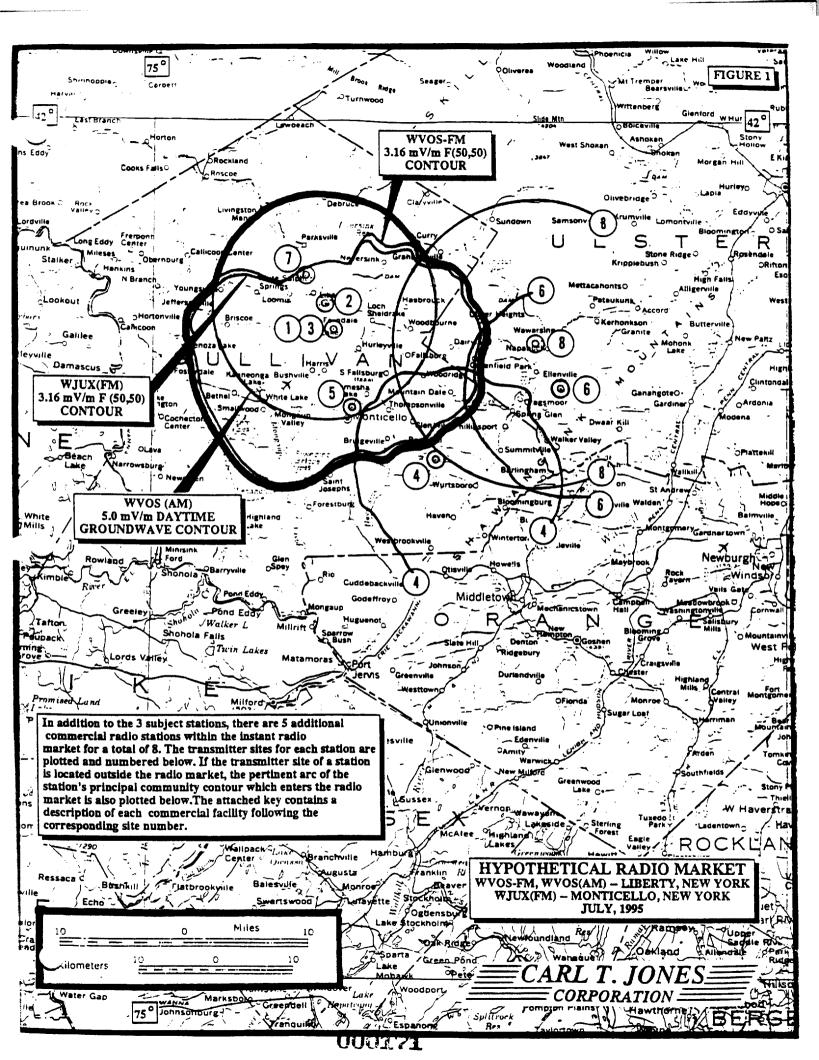
<sup>&</sup>lt;sup>1</sup> An Application for License was filed on October 31, 1995, (FCC File No. BLH-941031KD) to cover the WJUX(FM) construction permit.

Also depicted on Figure 3 is the location of the WJUX(FM) main studio on Old Route 17 in Ferndale, New York.<sup>2</sup> As shown in Figure 3, the WJUX(FM) main studio is located within the WJUX(FM) principal community contour.

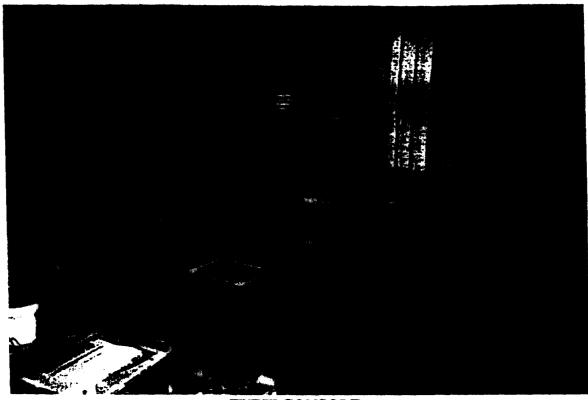
This statement and the attached figures have been prepared by me or under my direct supervision and are believed to be true and correct.

DATED: July 25, 1995

<sup>&</sup>lt;sup>2</sup> The WVOS(AM) transmitter site is also located at the WJUX(FM) main studio location.



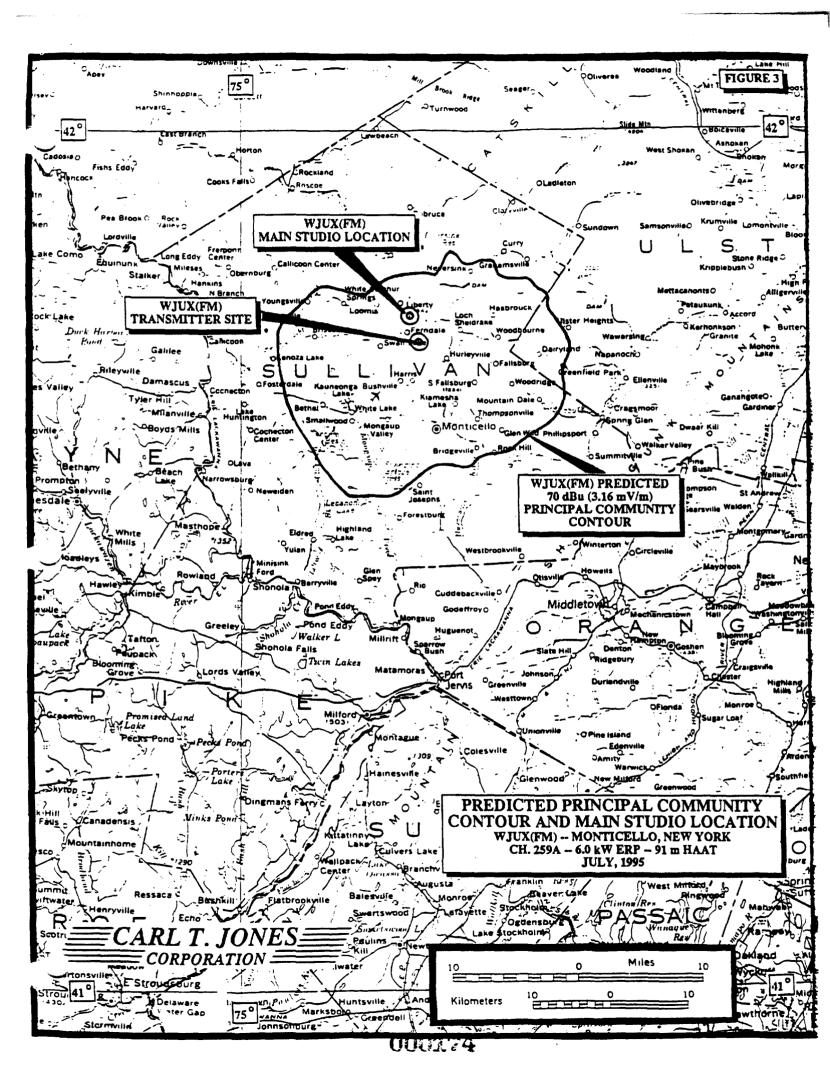
Key #	Call Sign	City, State	Channel/ Frequency	Facility	Coordinates
1	WVOS-FM	Liberty,NY	240A	6.0 kW, 100 HAAT	41-45-09, 74-43-01
2	wos	Liberty,NY	1240 kHz	1.0 kW, U-ND-1	41-46-54, 74-43-49
3	WJUX	Monticello, NY	259A	6.0 kW, 91 HAAT	41-45-09, 74-43-01
4	WZAD	Wurtsboro, NY	247A	0.620 kW, 219 HAAT	41-36-04, 74-33-17
5	WSUL	Monticello, NY	252A	1.1 kW, 163 HAAT	41-39-38, 74-41-14
6	wwwk	Ellenville, NY	257A	0.115 kW, 497 HAAT	41-41-06, 74-21-23
7	WPDA	Jeffersonville, NY	291A	1.6 kW, 191 HAAT	41-48-57, 74-45-42
8	WELV	Liberty, NY	1370 kHz	5.0 kW, D-NDD	41-44-19, 74-23-48



WJUX CONSOLE REEL TO REEL TAPE MACHINE, CASSETTE DECK & TURN TABLE



EQUIPMENT RACK
WITH WJUX AUDIO PROCESSING
EQUIPMENT



# ATTACHMENT B

Leases and Insurance Policies

#### TOWER LEASE AGREEMENT

This Lease Agreement is entered into as of this day of ,
1994, by and between MOUNTAIN BROADCASTING CORPORATION, P.O. BOX 150,
Liberty, New York 12754 ("Lessor") and MONTICELLO MOUNTAINTOP BROADCASTING,
INC. A New York Corporation with offices 11 Old Tappan Road, Old Tappan, New Jersey
07675 ("Lessee").

#### WITNESSETH:

WHEREAS, Lessor is the owner of an antenna tower ("Tower") and transmitter building ("Building") located on East Mongaup Road, Town of Liberty, County of Sullivan, State of New York, with coordinates of 41 degrees 45' 9" North Latitude and 74 degrees 43' 1" West Longitude; and

WHEREAS, the Lessee desires to rent certain space on the Tower and floor space in the Building for placement of its radio broadcast antenna and transmitter and other mutually agreeable related equipment;

NOW, THEREFORE, in consideration of the foregoing and pursuant to the provisions set forth below, the parties hereby agree as follows:

- 1. <u>Leased Premises</u>. Lessor hereby rents to Lessee the following ("Leased Premises"):
- a. Exclusive space on Lessor's Tower at the 220-250 foot level for the installation of an FM antenna of three bays or less and single transmission line, as more particularly identified in Exhibit A hereof, or such additional space as may be necessary to support Lessee's antenna;

- b. Floor space in the Building for Lessee's transmitter and associated equipment rack, as more particularly identified in Exhibit A hereof;
- 2. <u>Term.</u> The term of this lease shall be ten (10) years, commencing on or before January 1, 1995 and ending ten (10) years later, unless sooner terminated pursuant to this Agreement (the "Term").
- Rent. For Lessee's right to use the Leased Premises, Lessee shall pay to Lessor rent in the amount of \$8,000.00 per year for the first two (2) years of the Term of this Agreement, payable in equal monthly installments of \$666.67 on the first day of each month during the Term. After the second year, the rent shall be increased annually by the percentage increase in the Consumer Price Index for the twelve (12) months preceding. Lessor and Lessee agree to use the most recent 12 month increase available on the 15th of the month preceding the month in which there would be a change. (For example, if the fourth year were to begin on January 1, 1997, the rent would increase by the percentage increase in the Consumer Price Index over the previous 12 months, according to those figures available from the Bureau of Labor Statistics on December 15, 1996.)
- 5. <u>Security Deposit.</u> At such time as Lessee gives notice that it intends to begin using the Leased Premises and paying rent therefor (i.e., no later than January 1, 1995), Lessee shall pay to Lessor the sum of \$1,333.34 as a security deposit for Lessee's performance hereunder.
- 6. <u>Breach/Termination.</u> Either party shall give 30 days written notice to the other party to correct any violation of the provisions of this Agreement. In the event that the breaching party fails to correct said violation within that period, the non-breaching party may

terminate this Agreement without further liability hereunder. Should Lessee breach this Agreement during the first two years of the term hereof, Lessee will pay to Lessor as liquidated damages all rent which would have been due for the first two years hereof, i.e., \$16,000.00 less any amounts previously paid to Lessor. After the first two years of this Agreement, Lessee's security deposit shall be used as liquidated damages. In addition to any provision for liquidated damages provided herein, Lessee will remain liable for all costs borne by Lessor in removing Lessee's equipment (should Lessee fail to remove such equipment itself upon reasonable notice) and for any damage caused to Lessor's equipment by Lessee. Should Lessor breach this Agreement at any time during the term hereof, Lessor will return Lessee's security deposit to Lessee and Lessee will not be liable for any further sums of money due pursuant to this Agreement, or, at Lessee's option, Lessee will be entitled to specific performance under this Agreement. The parties hereby recognize that the rights granted to Lessee under this Agreement are unique and that, in the event of a breach by Lessor, Lessee would have no adequate remedy at law. Notwithstanding the foregoing, Lessee shall have the option to cancel this Agreement after the expiration of the first two years of the term of this Agreement, upon four months written notice to Lessor.

7. Installation and Maintenance. Upon receiving written permission from Lessor, which permission shall not be unreasonably withheld, Lessee, including its employees or agents, shall have the right to climb the Tower for the purpose of installing and maintaining Lessee's equipment. Lessor and Lessee hereby agree to cooperate and coordinate with each other so as to minimize the effects of any necessary reductions in power or cessation of operation required in connection with the need for Tower access for installation or maintenance purposes.

If Lessee's initial installation of its equipment requires Lessor to operate its radio station at low power, Lessee agrees to pay Lessor's expenses in connection therewith, not to exceed \$1,000.00. Additionally, each party agrees to reimburse the other party for any damage it causes to the other party's equipment. However, such damages shall be limited to those amounts required to repair or, if necessary, replace the damaged equipment. Neither party shall be liable in any event for consequential damages, including lost revenues or profits. Lessee shall install and maintain its equipment at Lessee's own cost and expense. Lessor must approve Lessee's installation plans in advance of installation. Lessee agrees that all installation will be done in a neat and workmanship-like manner in accordance with standards of good engineering practice and Lessor will permit Lessee to partition the Building, if possible, for the purpose of permitting Lessee to protect its equipment and to prevent unauthorized access, as required by FCC rules.

- 8. Lessor's Obligations. Lessor warrants that the Tower will be maintained in compliance with all requirements of the Federal Communications Commission ("FCC") and Federal Aviations Administration ("FAA"), including all lighting and painting requirements pertaining to the Tower. Lessor will provide a means for Lessee to verify proper lighting using Lessor's remote tower light sensor or by allowing Lessee to install equipment for this purpose. Lessor shall not be responsible for maintaining or repairing Lessee's equipment, but shall be responsible for any damage caused by Lessor to Lessee's equipment. Lessor will indemnify and hold Lessee harmless from any claims, lawsuits, penalties, fines or forfeitures relating to any violation of FCC or FAA requirements pertaining to the Tower.
- 9. <u>Interference.</u> Lessor shall have the right to rent space on its Tower to any other person or persons desiring to use such facilities, provided that no damage or interference is

caused to Lessee's equipment or operations thereby. Neither party shall knowingly or willfully cause interference of any kind whatsoever to the broadcasting or other communications activities of the other party or to other users on the Tower. Should Lessee's transmitter cause an intermodulation or similar problem to Lessor's transmitter, Lessee agrees to provide and install the filter or filters required to resolve this problem at Lessee's expense. Lessor will provide a complete list of frequencies in use at the site to Lessee upon request.

- damaged by fire, lightning, wind storm, explosion, vandalism, civil disturbance, aircraft or by any other means beyond the control of either party hereto, either party may elect to terminate this Agreement without any further liability to the other party hereunder. If the Tower is fully or partially destroyed due to an intentional act or the negligence of either party hereto, the other party may terminate this Agreement and the party that was at fault shall be liable for any damage caused to the other party's equipment. Should it be necessary for Lessor to remove Lessee's antenna and interrupt Lessee's operations for any reason, Lessee shall be entitled to a pro rata refund of its prepaid rent for such time as Lessee is unable to conduct its normal operations as a result thereof. Under no circumstances shall either party be liable to the other for consequential damages, including lost revenues or profits.
- 11. Indemnification. Each party hereby agrees to indemnify and hold harmless the other from and against any and all claims, demands, suits, damages, actions, recoveries, judgments, costs and expenses in connection therewith, brought or obtained on account of the loss of life or property or on account of injury or damagae to the person or property of such party or of any third person, due to or as a result of the intentional act or negligence of the

indemnifying party, including its agents and employees.

- 12. <u>Insurance.</u> Lessee shall procure and maintain comprehensive liability and property damage insurance covering its operations and activities on or in connection with the Leased Premises with a single limit of not less that \$1 million, naming Lessor as an additional insured, and shall furnish Lessor with a certificate evidencing such insurance.
- 13. <u>Utilities.</u> Lessee shall install at its own expense a submeter indicating power usage in kwh for Lessee's transmitter and equipment. Lessee shall pay for power consumed at the rate of 8.5 cents per kwh. Lessee shall pay the total cost of all installation charges and for all lessee's telephone and/or data circuits and the monthly charges for Lessee's telephone and/or data circuits during the term of this lease. Lessee shall deposit with Lessor as security for the payments set forth in this paragraph the sum of \$1,000.00.
- 14. Access to Premises. Lessee shall have a non-exclusive right to access to Lessor's transmitter building in accordance with the rules and regulations attached hereto and made a part hereof as Exhibit B. Lessor, however, shall not be required to maintain any means of access or rights-of-way on or to the Leased Premises including, but not limited to, the removal of snow and ice.
- 15. Condemnation. Should Lessor's property be condemned by eminent domain or other public authority, then this Agreement shall be terminated without any further liability on the part of either party hereto, and Lessor shall return Lessee's security deposit as well as the pro rata portion of any unused rent previously paid by Lessee. Either party shall have the right to make a claim for and receive a condemnation award based on its own damages and other expenses attributable to such condemnation.

- 16. <u>Late Charges.</u> Should Lessee fail to pay any part of the rent due hereunder within 30 days after the due date thereof, Lessee shall pay a late charge of five percent of the delinquent amount due in addition to the amount due.
- 17. Removal of Lessee's Equipment. Should this Agreement be terminated for any reason, lessee shall remove its antenna and equipment from the Tower and the Building at its own cost and expense and Lessee shall at that time return the coaxial cable renter from Lessor in the same condition as received, normal wear and tear excepted. Lessor will permit Lessee access to the Tower and Building for this limited purpose.
- 18. Lessee's Tower. Should Lessee at any time decide to construct its own tower or to have a tower constructed on its behalf or for Lessee's use, Lessor hereby agrees that it will not contest, oppose or campaign against such construction in any manner or in any court or forum, at the federal, state or local level, or through any media outlet. This provision shall survive termination of this Agreement. Notwithstanding the foregoing, Lessor will remain entitled to any remedies it has under this Agreement for breach of the Agreement by Lessee.
- 19. Assignment or Sublease. Lessor may assign or sub-lease its rights under this Agreement in whole or in part without notice to Lessee. Lessee may not assign or sublease its rights hereunder without the approval of Lessor, which approval shall not be unreasonably withheld. Should Lessee assign or transfer its broadcasting license to another entity pursuant to FCC approval, Lessor may cancel this Agreement upon 18 months notice to Lessee or its assignee/transferee. Lessor agrees that if it intends to provide such notice of cancellation, it will be provided within 30 days after receiving written notice from lessee of its intent to assign or transfer its broadcasting license to another entity. Notwithstanding the foregoing, lessee may

assign or sublease its rights under this Agreement to a person or entity under common control and ownership with Lessee without requiring the approval of Lessor.

- 20. Mortgages. This Agreement shall be subject to and subordinate at all times to the lien of the mortgages now or which at any time may be made a lien upon the Leased Premises. Lessee will execute and deliver such further instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages as shall be required by any mortgagee or proposed mortgagee.
- 21. <u>Modifications.</u> No modification of this Agreement shall be effective unless made in writing and signed by the authorized representatives of both parties hereto.
- 22. <u>Waiver.</u> No waiver of a breach of, or default under, any provision of this Agreement, or failure to enforce any right or privilege hereunder shall be deemed a waiver of such provision or of any other provision of this Agreement.
- 23. Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of New York.
- 24. <u>Prior Lease.</u> The parties acknowledge that one of the terms of a certain Agreement between the Lessee herein and Highland Broadcasting, Inc. dated September 13, 1994, is the assumption by the Lessee herein of a certain tower lease agreement and any amendments thereto dated January 22, 1993.

Upon the assumption of said Highland Broadcasting, Inc. tower lease agreement by the Lessee herein, the parties hereto agree that the terms of this agreement shall supersede and replace the terms of said Highland Broadcasting Inc. tower lease agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by

Lessor and Lessee on the date first above written.

	MOUNTAIN BROADCASTING CORPORATION
BY:	
	LESSEE: MONTICELLO MOUNTAINTOP BROADCASTING, INC.
BY:	/////.ce.

#### **GUARANTY**

In consideration of the letting of the premises within mentioned to the Licensee within named, and the sum of One Dollar, to the undersigned in hand paid by the Licensee within named, the undersigned hereby guarantees to the Licensor and to the heirs, successors and/or assigns of the Licensor of the rent, within provided for, and the performance by the Licensee of all of the provisions of the within lease. Notice of all defaults is waived, and consent is hereby given to all extensions of time that any Licensor may grant.

11

BY:	Miller
<i>D1</i>	1 / / / / / / / / / / / / / / / / / / /

STATE OF NEW YORK )
:ss
COUNTY OF SULLIVAN )

On this day of September, 1994, before me personally appeared to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that he executed the same.

THIS SPECIAL NULTI-FLE POLICY CONSISTS OF THIS ( MON POLICY DECLARATIONS PAGE, THE POLICY JACKET, COMMON POLICY CONDITIONS, COVERAGE PARTS AND ANY OTHER FORMS AND ENDORSOMENTS ISSUED TO BE A PART OF THIS POLICY.

POLICY NO.: 13 UEC CPSOFS

COMMON POLICY DECLARATIONS

ITEM

1. NAMED INSURED AND MONTICELLO MOUNTAIN TOP

MAILING ADDRESS:

MONTICELLO MOUNTAIN TOF BRUADCASTING, INC. 11 OLD TAPPAN ROAD OLD TAPPAN, NJ 07675 (BERGEN COUNTY)

- 2. POLICY PERIOD: 12:01 A.M.; STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ADDVO.
- FROM 10/18/94 TO 10/18/95
- 3. A G E N T'S OR BROKER'S CODE; 655200 A G E N T'S OR BROKER'S NAME: O GORMAN & YOUNG INC

PREVIOUS POLICY NO.: NEW

- 4. A U D I T F E R I O D: ANNUAL
- 5. NAMED INSURED IS: CORPORATION
- 6. DESCRIPTION OF YOUR BUSINESS: RADIO TRANSMITTING
- 7. INSURANCE PROVIDED:
  IN RETURN FOR THE PAYMENT OF THE PREMIUN; AND SUBJECT TO ALL THE TERMS
  OF THIS POLICY; WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN
  THIS POLICY.

THE COVERAGE PARTS THAT ARE A PART OF THIS POLICY ARE LISTED BELOW OR ON THE EXTENSION SCHEDULE ATTACHED. THE PREMIUMS SHOWN MAY BE SUBJECT TO ADJUSTMENT.

8. SUMMARY OF COVERAGE PARTS, INSURANCE COMPANY AND FREMIUM:

SEE EXTENSION SCHEDULE (FORM HMO012)

\*\*TOTAL PREMIUM PAYABLE AT INCEPTION\*\*

\$258,00

Michael L. Sallagh

COUNTERSIGNED BY

AUTHORIZED AGENT

DATE // // 9

000186

FORM HM 00 10 11 05T PRINTED IN U.S.A. (NS) PAGE 1 (CONT. ON NEXT PAGE 100/18/95)

					Policy No.	13 <b>MS</b> RS1497	7	
	HARTFORD PLAZA HARTFORD CT C		<del></del>		PORCY NO.			
			Previous Polic	y No.		MONTICELLO MOU	NTAIN TOP	BROADCASTI
tem			NEW			INC. 11 OLD TAPPAN	RU	
1. Na	imed insured and Mai	iling Addre	ss ———			OLD TAPPAN NJ		
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ATTACHMENT C

Telephone Bills

Please detach and return the above with your payment. Thank you for your payment by mail. See your phone book for correspondence addresses and payment locations. If paying in person bring this entire page with you.

NYNEX

Account number 914 292-0751 565 242 Billing date November 13, 1994

Summary of account

Total amount due

Current : harges \$333.09 NYNEX Total current charges \$333.09

Payment is due on December 8, 1994

\$333.09

- Balances carried to the next bill may be assessed a 1.5% late payment charge.
- Questions about your bill? Please call the individual company involved. Phone numbers for each company are listed on the summary page for that company.

		JUKEBOX RADIO 75 SECOND STREET DUMONT NJ 07628 CHECK #		
APRD. BY	JOUR. PG. DUN 0762			
DUE DATE	DATE RECD.	1439 DATE PD.		
		12-6-94		

Account number 914 292-0751 565 242 Billing date

**NYNEX** 

November 13, 1994

Page 1

Welcome ... We are pleased to have you as a customer. This bill includes charges for service from your connection date as well as a charge for one month's service in advance. Future bills will bill your monthly service in advance. Payment of your bill is expected by the due date shown on the first page of your bill. NYNEX important numbers

No charge applies on calls to the below telephone numbers if placed from within your Regional Calling Area or to an 800 number. Check the Customer Guide pages of your NYNEX telephone directory for more information.

Automated account information 8:00 am to 8:00 pm Monday-Frid 8:00 am to 4:00 pm Saturday		ours Monday-Friday  Questions about NYNEX charges
1.800-698-3545 Using a touc  Check your balance, report payme make payment arrangements		ours Monday-Friday To order or change your service
• Disconnect suspend or restore se	rvira	

Summary of NYNEX charges

Monthly service November 13 through December 12	\$28.68 280.83
County emergency services surcharge Federal Tax (3%)	.35 1.56
State and Local taxes (7%)	21.67
Total	\$333.09

<sup>\*</sup>Surcharge required by your municipality to recover the costs of its planned E 9-1-1 system. Contact municipality for date system will be activated.

#### Monthly service

These charges are for November 13 through December 12.		\$25.18
Line charge ordered by the Federal Communications Commission		3.50
•	Total	\$28.68

#### Service order charges and credits

•	Per month	Amount	
Service request ORDER 2WC2565T Nov 02, 1994 through Nov 12, 1994			
1. TIMED MESSAGE SERVICE	\$16.23	\$5.41	¥
2. FCC LINE CHARGE	3. <u>50</u>	1.17	×
3. CALL FORWARDING		2.08	×
4. TOUCH-TONE SERVICE	1.50	.45	*
Nov 02, 1994			
5. SERVICE CHARGE			#
6. LINE CHARGE		50.05	#
7.2 PR D STATION WIRE			#
8.3 MODULAR JACK 9. Nov 02, 1994 CARRIER SELECTION C		9.33 \$.00	₩
3. 110V 02, 1334 CANNER SELECTION (	an <b>u</b>	4.00	

ON 914 292-0751
AT&T LONG DISTNCE SVC
Taxes: \* Subject to Federal State/Local # Subject To State/Local